

**U.S. General Services Administration
Invitation for Bids**

SALE OF GOVERNMENT REAL PROPERTY

PACIFIC POINT

**IFB Number ZEATL921128302
GSA Control No. 9-G-WA-1283-AB
Issued on 07/29/2021**

**AMENDED AND RESTATED on 1/10/2022
Amendments to the IFB are highlighted in yellow**

Development Opportunity: Pacific Point consists of approximately 129 +/- acres ("Property") with 15 structures of approximately 1.5 million +/- gross square feet. This Property is located at 400 15th Street SW in the City of Auburn, King County, Washington 98001. Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type:	Online Auction
Start Date:	Monday, August 30, 2021 11:00 a.m. Central Time
Soft Close Date:	Wednesday, February 16, 2022 11:00 a.m. Central Time
Starting Bid:	\$ 80,000,000
Registration Deposit:	\$ 500,000
Bid Increment:	\$ 500,000

Sales Information

Anita Lee, Realty Specialist
Phone: (415) 265-6591
Email: PacificPoint@gsa.gov

Online Auction

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance

Luis Blandon, Administrative Officer
Phone: (415) 734-8367
Email: Luis.Blandon@gsa.gov

**Send Bid Form and Registration
Deposit**

Attention: Anita Lee
See page 13 and 14 for addresses and requirements.

Dedicated Web Page

GSA.gov/PacificPoint

Inspection Opportunities:

The Property will be open for inspection by appointment only for registered bidders who have paid the registration deposit of \$500,000. See Inspection Instructions on page 8 and 9 for details on site inspection requests.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located in the Pacific Northwest, one mile southwest of downtown Auburn, Washington in King County. Auburn is located approximately 25 miles south of Seattle and 13 miles northeast of Tacoma in the southern Puget Sound region of Western Washington. It is surrounded by the cities of Federal Way, Pacific, and Algona to the west, Sumner to the south, Kent to the north, and unincorporated King County to the east. Over the past decade, Auburn has become one of the fastest growing municipalities in the Seattle metropolitan area.

Within 2 miles of the subject property there are supply chain, logistics, and manufacturing facilities for United Parcel Service, Starbucks, Safeway, Behr, and Gist USA. Boeing Auburn borders the Southwest & West side of the Property and is the city's top employer. The Property is well-situated with both rail access and convenient highway access to Interstate 5 and proximity to the Port of Tacoma and Port of Seattle. The abundant site acreage and excellent location provides an unprecedented opportunity within Auburn for a significant market-driven redevelopment.

2. SALE PARCEL DESCRIPTION

Pacific Point is located within the Auburn Valley region of Auburn, a suburb of the Seattle/Tacoma metropolitan area, and one of the most desirable real estate markets in the United States. The Property is bounded by C Street SW to the east, 15th Street SW to the north and City of Auburn regional fire and training center to the south. The walkability to multiple retail amenities and a large outlet mall along 15th Street with offices including Boeing, multiple flex-tech frontage offices with light-industrial distribution centers in the rear.



The Property was originally part of a larger U.S. Army supply depot at over 435 acres with more than 20 similar dry storage warehouses and an 80 foot-tall water-tower for fire-suppression. The U.S. Army transferred 177 acres to the U.S. General Services Administration (GSA) in 1962. Previous disposals resulted in the current 129-acre footprint.

The approximately 129-acre site is currently improved with two large office buildings, seven large warehouse buildings, a daycare center, an operations and maintenance building, and several other small support buildings located throughout the Property. Six large warehouses were built in 1944 and two more in 1953 by the U.S. Army

to support the World War II effort. One warehouse was renovated into office use and is now Building 7. The following table lists the approximate square footage and the year of construction for the existing buildings.

Building Name	Type	GSF	Year Built / Renovated
ADMINISTRATION BUILDING	Office	105,771	1964
DAYCARE CENTER	Daycare Center	7,772	1998
WAREHOUSE 1	Storage	177,175	1953
WAREHOUSE 2	Storage	174,142	1953
WAREHOUSE 3	Storage	174,876	1944
WAREHOUSE 4	Storage	172,336	1944
WAREHOUSE 5	Storage	169,067	1944
WAREHOUSE 6	Storage	172,565	1944
BUILDING 7	Office	210,120	1944 / 2006
WAREHOUSE 8	Storage	168,435	1944
FLEET MANAGEMENT BUILDING	Storage	3,250	2000
WAREHOUSE 9	Storage	20,000	1985
POV FACILITY	Office/Garage	2,293	1985
MODULAR BUILDING	Office	7,440	2011
SPRINKLER/PUMP HOUSE	Storage	898	1991

Vehicular access to the Property is from C Street and 15th Street. The Property is also served by two railroad spurs connecting the Property to the adjacent BNSF railyard and associated rail corridors.

3. LEGAL DESCRIPTION

The Legal Description is provided at the end of the attached Sample Quitclaim Deed ("Attachment A").

4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

The Property is located in King County and is referred to as Assessor Parcel Number: 2421049004.

5. FEDERAL USE RESERVATION

a. Full Federal Use Reservation.

The Government will reserve the entire property for continued federal use and occupancy, continued use by the Grantor and its tenants and permittees, for **up to twenty-four (24) months**. The term of this reserved estate will commence on the date of the conveyance of the Property to the Purchaser and will terminate no later than **twenty-four (24) months** thereafter (the "Termination Date"). In the event that the GRANTOR vacates the Reserved Property prior to the Termination Date, GRANTEE must accept the Reserved Property at such earlier date as GRANTOR vacates the Reserved Property and the reserved estate created hereby will terminate at such earlier date. TERMS OF THE RESERVED ESTATE is provided at the end of the attached Sample Quitclaim Deed ("Attachment A") on pages **31-33**.

b. Option for Partial Federal Use Reservation.

The GRANTEE has the option to take possession of a portion of the Property if the GRANTEE and GRANTOR agree on the requirements listed below. TERMS OF THE RESERVED ESTATE is provided at the end of the attached Sample Quitclaim Deed ("Attachment A") on pages 31-33 and will be subject to additional terms and

conditions specified by the Grantor in a separate agreement. If the purchaser declines an option or an agreement is not reached for partial federal use, the Government will reserve the entire property for continued federal use and occupancy for twenty-four (24) months.

The Government will reserve a portion of the Property consisting of land and the following buildings: Building 7, Administration Building, Pump House, and Childcare Center (the Reserved Area see "Attachment D") according to the Building Vacancy Schedule below. All other buildings will be made available upon conveyance except as noted below.

i. **Building Vacancy Schedule:**

Building Name	Vacancy Status
Warehouse 2	Vacant and available upon conveyance
Warehouse 3	Vacant and available upon conveyance
Warehouse 4	Vacant and available upon conveyance
Warehouse 5	Fire control panel for the entire complex is in this warehouse. See Fire Protection System below for further details.
Warehouse 6	Vacant and available upon conveyance
Warehouse 8	Vacant and available upon conveyance
Warehouse 1	Vacate by April 30, 2022
Daycare Center	Vacate by December 31, 2023
Administration Building	Vacate by December 31, 2023
Building 7	Vacate by April 30, 2024

ii. **Utilities:**



- Utilities for all warehouses including Building 7 run from the southeast corner of the Property on highline poles (orange location tag in the aerial map on page 4) through the alley between the warehouses. Each warehouse has its own transformer. (Note: that this utility box also feeds the adjacent parcel - City Fire Training Facility.) The Government must retain access to the switches, etc. at the southeast corner during the reservation unless the Purchaser agrees to use and maintain the current utility systems.
- If the Purchaser agrees to use and maintain the current utilities system, then new independent meters must be installed (at the Purchaser's cost) at the Reserved Buildings. GSA shall assume responsibility for the utility cost for the Reserved Buildings and make payments directly to the utility provider(s).
- The Purchaser may wish to take unoccupied warehouses offline by severing the warehouses from the utility system. GSA is willing to work with the Purchaser to ensure such activities do not impair or impede GSA's operations.
- The Daycare Center and Administration Building receive power from the North end of the Property. No activities undertaken by the Purchaser shall impair or impede operations of those two buildings while they are occupied by the Government.

iii. Fire Protection System:

The Government currently operates a Class A fire system at the Property. Fire protection systems must be maintained until the end of the Government's reservation of rights. The fire control panel is located in Warehouse 5. The Purchaser has two options outlined below and depicted in "Attachment D" on page 37-38:

Option 1 - The Government shall reserve rights for Warehouse 5 and maintain the system until the end of the Government's reservation of rights.

Option 2 - The Purchaser agrees to take possession of Warehouse 5 under one of the following suboptions:

- a. GSA retains the access rights to the fire control panel.
- b. Fire control panel moved to location within GSA's control at the Purchaser's expense; GSA would maintain operation & control of the fire protection system.

iv. Continuity of Service

During all times that the reservation is in effect, Purchaser shall ensure that its activities do not interfere with the Government's operation of the occupied buildings. Accordingly, Purchaser agrees to coordinate with GSA at least two weeks prior to undertaking any activity that could result in utility (including electricity, gas, water, sewer, telephone, cable) disruption or any other impact to the Government's missions. Purchaser shall not make any alterations to the utility systems that may result in a diminution of service.

v. Agreement Executed Upon Conveyance

Purchaser must provide a decision on selecting the option for partial reservation and a plan within 10 days of award. This option will be memorialized in an agreement drafted by the Government that will be executed upon conveyance between the parties. It is anticipated that the agreement will be negotiated and agreed upon during the 90-day closing period. The terms of this agreement will not result in the reduction or adjustment to the purchase price. Failure to reach agreement will not be grounds for termination or modification of the contract created upon acceptance of the Purchaser's bid. If an agreement is not reached, the entire property will be reserved by the Government for the 24-month term specified above in Paragraph 5a.

6. EASEMENTS AND AGREEMENTS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

The following documents are based on the best information available to GSA, Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

- Boeing Temporary Monitoring Wells Easement Agreement 9/19/2014
- Boeing Easement Deed 2/6/1989, Recording No. 8902220950
- Boeing Rail Tracking Use Agreement 2/6/1989
- Lead Track Agreement: Northern Pacific Railway Company / Great Northern Railway Company / Oregon-Washington Railroad & Navigation Company / Union Pacific Railroad Company / Chicago, Milwaukee, St. Paul and Pacific Railroad Company 1/28/1970
- Railroad License: Chicago, Milwaukee, St. Paul & Pacific Railroad Company / Great Northern Railway Company / Northern Pacific Railway Company / Oregon-Washington Railroad & Navigation Company / Union Pacific Railroad Company 4/1/1968 License No. 10PRA-L-63

7. TELECOMMUNICATIONS OUTLEASE

There is an outlease for a cell tower at the southwest corner of the Property with the Seattle SMSA / dba Verizon Wireless ("Verizon") as the lessee. The outlease will expire on 8/31/2029. The cell tower is connected to the Property's power line. Verizon pays GSA for the utility via a Reimbursable Work Agreement annually. Copies of the outlease documents are available at www.gsa.gov/PacificPoint. The outlease will be assigned to the purchaser if the purchaser chooses the option for partial federal use (see Paragraph 5b above). Upon the change of ownership of the outlease, the buyer will assume the position as lessor and maintain the outlease including the utility costs.

8. ADJACENT PARCEL - CITY FIRE TRAINING FACILITY

The City is accessing its parcel through the Property to C Street but there is no formal access arrangement between the Government and the City. Also, the City parcel is currently connected to the Property's utilities. See City Parcel Disclosure in "Attachment B" on pages 34-35.

9. UTILITY SYSTEMS

The utility systems, including electrical, water, telephone, security, sanitary sewer and storm sewer collection systems, for the Property are owned and managed in loop systems servicing each building and with generally only one connection/point of service at or near the property. The water system is internally looped from a central pump house and each building has individual control valves. Buildings are not individually metered.

10. UTILITY SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance or the termination of the reserved estate, whichever is earlier. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

Water, Sewer, Solid Waste Disposal, and Storm Drain

City of Auburn, Utilities, 253-931-3038

https://www.auburnwa.gov/city_hall/utilities

Telephone and Internet

Century Link 865-465-2313

<http://www.centurylink.com/local/wa>

Gas and Electric

Puget Sound Energy Inc. 888-225-5773 <https://www.pse.com/start-stop-move/start-stop-move>

TERMS OF SALE

1. DEFINITIONS

a. AUTOMATIC BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

b. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

c. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

d. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

e. CLOSE TIME

Close Time is stated on the RealEstateSales.gov website in the “Item Information” section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays**

f. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

g. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

h. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration.

i. GOVERNMENT

The term “Government” as used herein refers to the United States of America, and is used interchangeably with “Seller” and “Grantor.”

j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; Attachments and Additional Documents. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda or amendments, shall be part of the reissued IFB.

l. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

m. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

n. WEBSITE

The GSA Auctions® website, GSAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov. Additional information can also be found at GSA.gov/PacificPoint.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at Realestatesales.gov and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB are satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or GSA.gov/PacificPoint.

3. INSPECTION

An inspection of the property is available by appointment only for registered bidders who have paid the registration deposit of \$500,000. Opportunities to inspect the Property will be available by appointment only. Admittance and access onto the Property will be allowed only with a prior reservation, a current valid form of identification for each group member, and with the presence of a Federal Government representative.

A GSA Tour Request form must be completed and emailed to PacificPoint@gsa.gov at least five (5) business days before the requested tour date. **Phone call requests will not be accepted.** The maximum number of participants per group is limited to ten (10) persons. The site inspection request must include (i) all participant names and affiliations/companies; and (ii) two tour date and time options. Below are available dates and times to request:

Tuesday, **August 31, 2021** (9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.) Pacific Time

Wednesday, **September 1, 2021** (9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.) Pacific Time

Wednesday, **September 15, 2021** (9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.) Pacific Time

Thursday, **September 16, 2021** (9:30 a.m. / 11:00 a.m. / 1:30 p.m. / 3:30 p.m.) Pacific Time

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Sample Quitclaim Deed ("Attachment A").

6. ZONING

The Property is zoned C-3, Heavy Commercial, by the City of Auburn. The intent of the C-3 zone is to allow for medium-to-high intensity uses consisting of a wide range of retail, commercial, entertainment, office, services, and professional uses.

Zoning Map: https://www.auburnwa.gov/city_hall/community_development/zoning_land_use

City Code, [Title 18 Zoning: https://auburn.municipal.codes/ACC/18.23.020](https://auburn.municipal.codes/ACC/18.23.020)

The Property is subject to the jurisdiction of the City of Auburn, Department of Community Development. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For zoning and development information, please contact:

Jeff Tate
Department of Community Development
City of Auburn
Mailing Address: 25 W Main Street, Auburn, WA 98001
Phone: (253) 804-5036
Email: jtate@auburnwa.gov

7. ENVIRONMENTAL USE RESTRICTION

In addition to zoning, the property will be restricted by the Government for industrial use (as defined under Washington Administrative Code (WAC) [Section 173-340-745](#)) only through a deed covenant due to past uses of the Property and in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9620(h)(3). Any uses beyond industrial, such as residential, may require additional remediation costs (at the purchaser's cost) and would be subject to state and local regulatory approval.

8. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

9. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

10. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

11. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

12. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

13. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is **ninety (90)** calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the **ninety (90)** calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of an electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments to the Purchaser's Escrow Holder for recordation. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$500.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser's Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to: PacificPoint@gsa.gov.

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

20. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

21. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with antitrust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

22. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on **Monday, August 30, 2021** at 11:00 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information including a valid email address. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out of the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAAuctions.gov [FAQ](#) page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered

as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The identity and credit card information you provide at registration is used strictly for authentication purposes. GSA Auctions® does not automatically charge credit cards on file.**

For more information and assistance on the online registration process, please go to <https://realestatesales.gov/html/static/faq.htm>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of \$500,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, or certified check. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Only upon verification of your Registration Deposit, will you be allowed to bid.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

Address using FedEx or UPS Courier Service:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Mailroom #0548
San Francisco, CA 94102
Attn: Anita Lee
Phone: 415-265-6591

Address using U.S. Postal Service:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Mailbox #9
San Francisco, CA 94102
Attn: Anita Lee
Phone: 415-265-6591

To ensure timely verification of your Registration Deposit, please email: PacificPoint@gsa.gov with an electronic copy of the Bidder Registration and Bid Form and the delivery date and tracking number for the Registration Deposit.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSA Auctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (415) 265-6591 or (415) 734-8367. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or GSA.gov/PacificPoint.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. RealEstateSales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (415) 734-8367 or (415) 265-6591 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. CLOSE OF AUCTION

- a. Posting of the Close of Auction. The Government will post on [the Website](#) the date and time on which the auction is anticipated to close (shown on the Website as "Close Time"). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as "Time Remaining").
- b. Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the "Inactivity Period") and is posted under the "Bidding Details" tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for

the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24 hour Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.

- c. Exceptions for Weekends and Holidays. Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal Holidays.** Therefore, if the posted Inactivity Period extends into a Weekend or Federal Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Examples are in the table below. Federal Holidays are listed here [List of Federal Holidays](#).

<i>Bid made on:</i>	<i>New closing time</i>
<i>9 pm CT on Friday</i>	<i>9 pm CT on Monday</i>
<i>11:30 am CT on Saturday</i>	<i>11:30 am CT on Monday</i>
<i>4:40 pm CT on Sunday</i>	<i>4:40 pm CT on Monday</i>

Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within three (3) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of an electronic wire transfer, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within **ninety (90)** calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Return of registration deposits will be processed in a timely manner but may require several days before the deposit is returned.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government

is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at GSA.gov/PacificPoint or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

ENVIRONMENTAL AND OTHER DOCUMENTATION

The Government has the following reports providing information regarding environmental investigation activities on the Property and other reports for informational purposes only.

- Phase I ESA, Nov 2015
- Phase II ESA, Jun 2016
- Asbestos Reinspection Report 2012 for Warehouse #1 #2 #3 #4 #5 #6 #8 and Admin Building
- Asbestos and Lead Inspection Report 1994 for Warehouse #1
- Asbestos Survey Report for Fleet Management Building

Copies of these reports are made available under “**Relevant** Documents” at www.gsa.gov/PacificPoint.

DISCLOSURE

ABOVE GROUND STORAGE TANK (AST)

The Property contains four (4) **active** ASTs:

Admin Building - 1,500 gallons, Diesel, Belly Tank for ER Generator, location within facility
Pumphouse - 300 gallons, Diesel, Tank for Fire Pump, located in the right corner of the building
Warehouse #1 - 140 gallons, Diesel, Belly Tank for ER Generator, location within facility
Building #7- 270 gallons, Diesel, Belly Tank for ER Generator, location within facility

UNDERGROUND STORAGE TANK (UST)

This Property contains four (5) **inactive** USTs.

General information of the tanks is provided in “Attachment C” on page **36**.

NOTICE AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. RESERVED ESTATE

GRANTOR hereby reserves an estate over the **entire** Property for the continued use and occupancy of the Property. Terms Of The Reserved Estate will be included in the Quitclaim Deed and is provided in Attachment A - Sample Quitclaim Deed.

2. AS-IS, WHERE-IS PROVISION

The Property is offered for sale “AS IS” AND “WHERE IS” without representation or warranty, expressed or implied. An “As Is, Where Is” provision will be included in the Quitclaim Deed in substantially the same form and is provided in Attachment A- Sample Quitclaim Deed

3. HAZARDOUS SUBSTANCE NOTIFICATION

Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9620(h)(3), the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property. The requisite CERCLA notices and covenant will be included in the Quitclaim Deed in substantially the same form and is provided in Attachment A - Sample Quitclaim Deed.

4. NOTICE OF POTENTIAL PRESENCE OF ASBESTOS

The Government informs the Purchaser, and the Purchaser acknowledges that asbestos and/or asbestos containing materials (ACM) may contain and are otherwise presumed to exist in buildings, utilities, and structures on the Property. The Notice will be included in the Quitclaim Deed and is provided in Attachment A - Sample Quitclaim Deed.

5. NOTICE OF POTENTIAL PRESENCE OF LEAD-BASED PAINT (LBP)

Notice of the presence of lead-based paint will be included in the Quitclaim Deed and is provided in Attachment 1 – Sample Quitclaim Deed.

The successful bidder must complete and execute the appropriate portions of the form entitled United States of America ("Seller") Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and submit the form with requisite earnest money prior to award.

6. NOTICE OF PESTICIDES

The Government informs the Purchaser and that Purchaser acknowledges that the Property may contain pesticide residue from pesticides that have been applied in the management of the Property. The Notice will be included in the Quitclaim Deed and is provided in Attachment A - Sample Quitclaim Deed.

7. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBS)

The Government informs the Purchaser and that Purchaser acknowledges that certain portions of the improvements on the Property may contain PCBs. The Notice will be included in the Quitclaim Deed and is provided in Attachment A - Sample Quitclaim Deed.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

PACIFIC POINT
400 15th Street SW, Auburn, WA 98001
IFB #:ZEATL921128302
Registration Deposit: \$500,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (_____) _____ Fax: (_____) _____
E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- ☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ Other _____

Registration Deposit

By certified or cashier's check made payable to the **U.S. General Services Administration**

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. ZEATL921128302 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Mailing Address using FedEx or UPS Courier Service:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Mailroom #0548
San Francisco, CA 94102
Attn: Anita Lee
Phone: (415) 265-6591

Mailing Address using U.S. Postal Service:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
50 United Nations Plaza, Mailbox #9
San Francisco, CA 94102
Attn: Anita Lee
Phone: (415) 265-6591

Email courier tracking number and this completed form to: PacificPoint@gsa.gov

☐Fedex ☐ UPS ☐ USPS ☐ Other _____ Tracking No. _____ Date Sent _____

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Real Property
(see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

PACIFIC POINT
400 15th Street SW, Auburn, WA 98001
IFB #: ZEATL921128302

This Form must be signed by someone other than the Bidder, unless the Bidder is the sole authorized representative of the Corporation/Organization.

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____,
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

ATTACHMENT A: Sample Quitclaim Deed

RECORDING REQUESTED BY:

U.S. General Services Administration
50 United Nations Plaza
Room 4345, Mailbox 9
San Francisco, CA 94102

WHEN RECORDED, MAIL DOCUMENT AND TAX STATEMENT TO:

Name
Address

QUITCLAIM DEED

THIS INDENTURE, made this ____day of _____, 20__, by and between the United States of America, acting by and through the Administrator of General Services, (herein referred to as "GRANTOR"), under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder, and more particularly Public Law 114-287, 130 Stat. 1463, approved December 16, 2016, and _____, (herein referred to as "GRANTEE").

WITNESSETH, the GRANTOR, for consideration of _____ DOLLARS (\$_____), the receipt and sufficiency of which is hereby acknowledged, and by these presents does hereby remise, release, and quitclaim to the GRANTEE, and to its successors and assigns, all of its right, title, interest in all of that certain real property, more commonly known as Pacific Point located at 400 15th Street SW, City of Auburn, King County, State of Washington with Assessor's Parcel Number 2421049004, more particularly described in Exhibit A - Legal Description, attached hereto and made a part hereof (herein referred to as "PROPERTY").

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. PROPERTY. The conveyance of the PROPERTY is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.

2. RESERVED ESTATE

GRANTOR hereby reserves an estate over the **entire** PROPERTY for the continued use and occupancy of the PROPERTY. Terms of the estate are attached as Exhibit B, attached hereto and incorporated herein by reference.

3. PROPERTY USE

- A. **Environmental** Use Restriction. GRANTEE covenants that the PROPERTY shall be used solely for industrial purposes. GRANTEE understands that GRANTOR conveyed the PROPERTY solely for this re-use, remediated the PROPERTY for industrial re-use, and calculated the value of the PROPERTY based on that understanding.

- B. Notwithstanding the foregoing, GRANTEE may use the PROPERTY for any other uses, if and only if, GRANTEE (1) performs all environmental remediation activities (as that term is most liberally defined) which may be required by all appropriate regulatory bodies, including, but not limited to the Washington Department of Ecology, or their successors, and the United States Environmental Protection Agency, except as required to be performed by the GRANTOR under Paragraph 3.B below, and (2) obtains any necessary approvals for said re-use from said regulatory bodies. If GRANTEE, and its successors and assigns, engages in or undertakes uses of the PROPERTY other than industrial, then (i) GRANTOR shall have no liability for environmental remediation costs in excess of those costs which would have occurred had the PROPERTY been developed solely for industrial use, and (ii) GRANTEE, and its successors and assigns, waives any right to claim such excess costs from GRANTOR.
- C. Indemnity. GRANTEE, and its successors and assigns, hereby agrees to indemnify, hold harmless, and defend the United States of America, and its agents, for all response costs (including, but not limited to remediation, monitoring, removal, transport, and defense) in excess of those costs which would have occurred had the PROPERTY been developed solely for industrial use; provided, however, this indemnity shall not be enforceable against the State of Washington, since it is currently prohibited by law from giving such indemnities, but shall apply to, and be enforceable against, its successors and assigns, to the extent permitted by law.

4. HAZARDOUS SUBSTANCE NOTIFICATION

- A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, GRANTOR gives notice that the "Phase I Environmental Site Assessment, General Services Administration, 400 15th St SW Auburn, Washington, Eastern Research Group, Inc., November 20, 2015" ("Phase I"), and the "Sampling and Analysis Report Phase II Environmental Site Site Assessment, General Services Administration, 400 15th St SW Auburn, Washington, Eastern Research Group, Inc., June 10, 2016" ("Phase II"), provide an index of environmental conditions and investigative.
- B. CERCLA Covenant. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the PROPERTY on the date of this conveyance.
- 1) This covenant shall not apply:
- (a) in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the PROPERTY or part thereof is a Potentially Responsible Party (PRP) with respect to the PROPERTY immediately prior to the date of this conveyance; OR
 - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - (i) results in a release or threatened release of a hazardous substance that was not located on the PROPERTY on the date of this conveyance; OR
 - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
 - (c) Any response costs that would not be required for an industrial use.

2) In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct any additional response action, and, as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

C. Access. GRANTOR reserves a right of access to all portions of the PROPERTY for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the PROPERTY and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

5. AS-IS, WHERE-IS.

A. GRANTEE agrees and acknowledges that GRANTOR is selling the PROPERTY strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. GRANTEE acknowledges that GRANTOR has made the PROPERTY available for inspection by GRANTEE and GRANTEE's representatives. GRANTEE has inspected, or will have inspected prior to closing, the physical condition of the PROPERTY to the extent felt necessary by GRANTEE, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. GRANTEE acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the PROPERTY's conditions. except as set forth in the contract, GRANTEE is relying solely and wholly on GRANTEE's own examination of the PROPERTY, is fully satisfied with the PROPERTY, and accepts any liabilities or costs arising in connection with the condition of the PROPERTY, including, but not limited to any costs or liabilities pertaining to any environmental condition on the PROPERTY. Except as set forth in Section C, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. GRANTEE is put on notice that any prior grant and/or encumbrance may be of record and GRANTEE is advised to examine all public records available regarding the PROPERTY.

B. No employee or agent of GRANTOR is authorized to make any representation or warranty as to the quality or condition of the PROPERTY, merchantability, suitability or fitness of the PROPERTY for any use whatsoever, known or unknown to GRANTOR, or compliance with any environmental protection, pollution

or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall GRANTOR be responsible or liable for latent or patent defects or faults, if any, in the PROPERTY or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the PROPERTY.

- C. Nothing in this "as is, where is" provision will be construed to modify or negate the GRANTOR's obligation under the CERCLA covenant or any other statutory obligations.

6. NOTICE OF THE POTENTIAL PRESENCE OF ASBESTOS

- A. The GRANTEE is advised that the PROPERTY may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers, and which can result in disability or death.
- B. GRANTEE is invited, urged, and cautioned to inspect the PROPERTY as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to conveyance. The GRANTOR will assist GRANTEE in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). GRANTEE shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the PROPERTY including, without limitation, any asbestos hazards, or concerns.
- C. No warranties either express or implied are given with regard to the condition of the PROPERTY including, without limitation, whether the PROPERTY does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the PROPERTY offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- D. The description of the PROPERTY set forth in this conveyance document and any other information provided therein with respect to said PROPERTY is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the PROPERTY or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- E. The GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to the GRANTEE's successors, assigns, employees, invitees, licensees, or any other person subject to GRANTEE's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the PROPERTY which is the subject

of this conveyance, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

- F. The GRANTEE further agrees that in its use and occupancy of the PROPERTY it will comply with all Federal, state, and local laws relating to asbestos.

7. NOTICE OF THE POTENTIAL PRESENCE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.

GRANTEE is put on notice that the PROPERTY has buildings built prior to 1978 and is thereby notified that such property may present exposure to lead from lead-based paint. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in its use and occupancy of the PROPERTY it will comply with all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the PROPERTY described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the PROPERTY; GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY.

8. NOTICE OF THE PRESENCE OF PESTICIDES.

GRANTEE is notified that the PROPERTY may contain the presence of pesticides that have been applied in the management of the PROPERTY. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") at 7 U.S.C. Sec. 136, et seq., its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") at 42 U.S.C. Sec. 9601, et seq., the use of such substances is not a "release" (as defined in CERCLA at 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

9. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBs)

GRANTEE covenants and agrees, on behalf of themselves, their successors and assigns, that in their use and occupancy of the PROPERTY, or any part thereof, they are responsible for compliance with all Federal, state and local laws relating to Polychlorinated Biphenyls ("PCB"); and that, by virtue of this Quitclaim Deed, GRANTOR assumes no liability for damages for personal injury, illness, disability or death, to the GRANTEE, or to GRANTEE'S successors, assigns, employees, invitees, or to any other person subject to the control or direction of GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCB on the PROPERTY described in this Quitclaim Deed, whether

the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

THIS INDENTURE IS EXPRESSLY MADE SUBJECT TO all covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telecommunication lines and equipment, cable, pipelines, drainage, sewer and water mains and lines, utilities and other right-of-ways, including but not limited to the specific reservations, rights, and covenants described herein, and to any fact which a physical inspection or accurate display or survey of the PROPERTY may disclose.

COVENANTS RUN WITH THE LAND. The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

SAID PROPERTY transferred hereby in accordance with Public Law 114-287; 130 Stat. 1463 and assigned to the General Services Administration for disposal pursuant to Title 40, U.S. Code, Chapter 5, et seq., as amended and applicable rules, orders, and regulations thereunder.

IN WITNESS WHEREOF, the **GRANTOR** has caused this indenture to be executed as of the day and year first written above.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By: _____
Director and Contracting Officer
Office of Real Property Utilization and Disposal
U.S. General Services Administration

**Quitclaim Deed
Exhibit A**

LEGAL DESCRIPTION

A PARCEL OF LAND WITHIN THE EAST HALF OF SECTION 24 AND WITHIN THE NORTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 21 NORTH, RANGE 4 EAST W.M., SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 25 AS MONUMENTED BY AN EXISTING BRASS DISC, FROM WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION BEARS NORTH 89°11'20" WEST, 2599.20 FEET DISTANT AND THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 1°10'46" WEST 2642.32 FEET DISTANT; THENCE NORTH 01°10'46" EAST A DISTANCE OF 50.01 FEET; THENCE SOUTH 89°11'20" EAST, A DISTANCE OF 121.20 FEET TO THE BEGINNING OF A 603.11 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 336.65 FEET, THROUGH A CENTRAL ANGLE OF 31°58'55"; THENCE NORTH 58°49'45" EAST A DISTANCE OF 547.73 FEET; THENCE NORTH 01°10'37" WEST A DISTANCE OF 671.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°10'37" WEST A DISTANCE OF 4962.96 FEET TO A 6"x 6" CONCRETE MONUMENT IN THE NORTHEAST QUARTER OF SAID SECTION 24 ON THE SOUTH MARGIN OF AN EASEMENT FOR 15TH STREET SOUTHWEST RIGHT-OF-WAY CONVEYED TO THE CITY OF AUBURN BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 6160979; THENCE CONTINUE NORTH 01°10'37" WEST A DISTANCE OF 60.00 FEET TO THE NORTH MARGIN OF SAID EASEMENT; THENCE NORTH 88°50'37" EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 614.90 FEET; THENCE NORTH 00°55'34" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 88°50'37" EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 501.55 FEET TO THE WESTERLY MARGIN OF THE RIGHT-OF-WAY FOR "C" STREET SOUTHWEST; THENCE SOUTH 01°10'47" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 100.00 FEET TO THE SOUTH MARGIN OF SAID EASEMENT FOR 15TH STREET SOUTHWEST RIGHT-OF-WAY; THENCE CONTINUE SOUTH 01°10'47" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 4975.64 FEET TO A POINT IN THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 88°42'23" WEST A DISTANCE OF 73.72 FEET; THENCE NORTH 11°16'27" WEST A DISTANCE OF 321.28 FEET TO AN EXISTING TACK IN LEAD IN A CONCRETE MONUMENT; THENCE NORTH 89°27'57" WEST A DISTANCE OF 57.68 FEET TO A POINT WHICH IS 0.05 FEET SOUTH AND 0.13 FEET WEST OF AN EXISTING TACK IN LEAD IN A CONCRETE MONUMENT; THENCE SOUTH 01°10'36" EAST A DISTANCE OF 91.99 FEET TO THE BEGINNING OF A 603.11 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING NORTH 01°10'36" WEST A DISTANCE OF 0.33 FEET FROM AN EXISTING TACK IN LEAD IN A CONCRETE MONUMENT; THENCE SOUTHWESTERLY, ALONG SAID CURVE, AN ARC DISTANCE OF 235.75 FEET, THROUGH A CENTRAL ANGLE OF 22°23'45"; THENCE NORTH 89°06'10" WEST A DISTANCE OF 22.29 FEET; THENCE NORTH 01°17'37" WEST A DISTANCE OF 2.58 FEET; THENCE SOUTH 88°42'23" WEST A DISTANCE OF 527.94 FEET; THENCE NORTH 01°08'29" WEST A DISTANCE OF 14.47 FEET; THENCE SOUTH 88°51'31" WEST A DISTANCE OF 333.47 FEET TO THE TRUE POINT OF BEGINNING.

Quitclaim Deed
Exhibit B

TERMS OF THE RESERVED ESTATE

Reserved Estate

In accordance with Deed paragraph 1, above, GRANTOR hereby reserves an estate over the **entire** PROPERTY (the "Reserved Property") **more particularly described in** . The terms of the reserved estate are as follows:

A. **Term.** GRANTOR will have unfettered access to the Reserved Property at all times. The term of this reserved estate will commence on the date of the conveyance of the PROPERTY to GRANTEE and will terminate no later than **twenty-four (24)** months thereafter (the "Termination Date"). In the event that GRANTOR vacates the Reserved Property prior to the Termination Date, GRANTEE must accept the Reserved Property, or any portion thereof, as applicable, as of the date GRANTOR vacates and the reserved estate created hereby will terminate at such earlier date for the Reserved Property, or any portion thereof, so vacated. In connection with this reserved estate, GRANTOR hereby reserves, during the term of this reserved estate, a nonexclusive easement for vehicular and pedestrian ingress and egress over that portion of the PROPERTY necessary for GRANTOR's access to the Reserved Property.

B. **Reserved Estate Fee.** GRANTOR retains the reserved estate created hereby without payment of a Reserved Estate Fee or fee of any kind to GRANTEE.

C. **Covenant of Quiet Enjoyment.** GRANTEE covenants that GRANTOR will peaceably and quietly enjoy and hold the Reserved Property and rights made appurtenant thereto hereunder without hindrance.

D. **Maintenance of Utility Lines.** GRANTOR shall have the right but not the obligation to maintain, repair or replace any access roads, sanitary sewers, storm drains, water mains, electrical power lines, telephone lines, fire service water lines, and other utility lines servicing the Reserved Property that GRANTOR deems necessary or desirable for GRANTOR's access to, occupancy, possession, use, and enjoyment of the premises as provided in this Reservation. GRANTEE will not interfere with or diminish the utility services to the Reserved Property (other than *de minimis* interruptions). Upon termination of the Reservation, GRANTOR shall not have any obligation to restore, repair, replace or remove any facilities.

[Use language below in Para D2 for partial reservation.]

D2. Maintenance of Utility Lines. GRANTEE will, at its sole cost and expense, be responsible for maintenance, repair and replacement of all access roads, sanitary sewers, storm drains, water mains, electrical power lines, telephone lines, fire service water lines, and other necessary utility lines servicing the Reserved Property and located on the Reserved Property in a safe condition and in good repair (to the extent existing on the date hereof) so that they are capable of supplying such heat, air conditioning, light, ventilation, fire safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the GRANTOR's access to, occupancy, possession, use, and enjoyment of the premises as provided in this Reservation. GRANTEE will not interfere with or diminish the utility services to the Reserved Property (other than *de minimis* interruptions). GRANTEE will be responsible for the payment of liquidated damages to the GRANTOR of \$22,500.00 per day due to any service interruption to the Reserved Property for which the GRANTEE is responsible.

E. **Maintenance of Buildings.** Except for GRANTEE's obligations under paragraph D, above, GRANTEE will not be responsible for repairs to the Reserved Property. GRANTOR will be responsible for the costs of utilities, maintenance, janitorial, and any other services furnished to the Reserved Property necessary to support the continued occupancy. GRANTOR will have the right, but not the obligation, to maintain, repair and replace the

Reserved Property or any portion thereof.

F. Real Property Taxes. GRANTEE will be responsible for the payment of real property taxes applicable to the PROPERTY. "Real Property Taxes" include any form of assessment, license fee, rent tax, occupancy tax, levy, penalty, or tax imposed by any authority having the direct or indirect power to tax, including any city, county, State, or Federal Government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of GRANTEE in the Reserved Property or in the PROPERTY.

G. Damage or Destruction. In the event the Reserved Property, or any portion thereof, is damaged or destroyed, partially or totally, from any cause whatsoever, GRANTOR, has the right, but not the obligation, to repair, restore and rebuild the Reserved Property, or any portion thereof, to a condition functional for the Government's continued occupancy, and this reserved estate will continue in full force and effect. In the event that GRANTOR does not opt to repair or restore or cannot occupy the Reserved Property or any portion thereof, GRANTOR will surrender the Reserved Property or any portion thereof to GRANTEE.

H. Surrender of the reserved estate. Upon termination of the reserved estate, GRANTOR will surrender the Reserved Property and GRANTEE will accept the Reserved Property in the then "as is" condition. If, at the end of the term, GRANTOR elects to abandon any personal property in place, title thereto will pass to GRANTEE.

I. Environmental Conditions.

1. Use of Reserved Premises and Notices. When GRANTOR files any plans, notices, disclosures, documentation, or reports concerning its use, generation, storage, or disposal of hazardous substances at the Reserved Property, including, without limitation, any manifests, toxic release inventory reports or other environmental reports required by local, State or federal law, GRANTOR must simultaneously provide GRANTEE with a copy of any such filing(s).

2. Environmental Incidents. Within three days of any of the events described in this sentence, GRANTOR must provide written notice to GRANTEE of any (a) discharge, release, spill, or disposal of any hazardous substance or any solid or hazardous waste (as those terms are used in federal and State law) at the Reserved Property, unless such discharge, spill or disposal was caused by GRANTEE or its employees or contractors, or (b) claim, notice, investigation, inspection, complaint, Notice of Violation, or other assertion of damages or of violation related to the discharge, release, spill, or disposal of any hazardous substance or any solid or hazardous waste (as those terms are used in federal and State law) at the Reserved Property. Upon providing notice to GRANTOR, if GRANTOR is not responding to any of the events described in section (a) or (b) above, GRANTEE, at GRANTEE's sole option and discretion, may undertake any necessary actions to respond to any of the events described in section (a) or (b) above.

3. Storage and Use of Hazardous Substances. GRANTOR must not use, produce, process, manufacture, generate, treat, handle, store, or dispose of any hazardous substances in, on or under the Reserved Property, or release any hazardous substances into any air, soil, surface water, or groundwater comprising the Reserved Property, or permit any person under its control using or occupying the Reserved Property, or any part thereof, excluding GRANTEE, its employees and contractors, to do any of the foregoing. The preceding sentence will not prohibit the ordinary use of hazardous substances normally used in connection with the "Permitted Activities" (as defined below), provided that the amount of such hazardous substances does not exceed commercially reasonable quantities for such purposes and the use, storage and disposal of such hazardous substances complies with all applicable laws. As used herein, "Permitted Activities" means the following activities as currently conducted by GRANTOR on the Reserved Property: (a) office and administrative functions; (b) warehouse and storage functions; (c) parking of motor pool vehicles; (d) weed and pest control; (e) trimming and edging garden areas; (f) aerating and fertilizing garden areas; (f) pruning of plants, shrubs and ground cover; (g) janitorial service functions; and (h) operation of the existing above ground storage tanks located:

This Property has four (4) Above Ground Storage Tank (AST):

Admin Building - 1,500 gallons, Diesel, Belly Tank for ER Generator

Pumphouse - 300 gallons, Diesel, Tank for Fire Pump
Warehouse #1 - 140 gallons, Diesel, Belly Tank for ER Generator
Building #7- 270 gallons, Diesel, Belly Tank for ER Generator

J. Outlease. There is an outlease cell tower at the southwest corner of the Property that is outleased to the Seattle SMSA / dba Verizon Wireless. The Property is subject to the outlease which expires on 8/31/2029. ~~The GRANTOR will maintain this outlease before the Termination Date.~~ The outlease will be assigned to the GRANTEE on MM/DD/YYYY.

K. No Interference. If GRANTOR gives the right to GRANTEE, its employees, invitees and permittees, to enter upon and use portions of the Reserved Property, GRANTEE'S access or use must not disrupt or interfere with GRANTOR'S use of the Reserved Property.

L. Inspection. After giving reasonable prior notice to GRANTOR's building manager, GRANTEE will have the right to inspect non-confidential areas of the Reserved Property at reasonable times, provided that GRANTEE must be accompanied by GRANTOR'S building manager. Such inspection must not disrupt or interfere with GRANTOR'S use of the Reserved Property. GRANTOR'S Building Manager contact information: _____, GSA, Address; email _____; phone number _____.

M. Contracts. GRANTOR will prior to the end of the term terminate any contracts for janitorial, operations and maintenance or other services then in place at the Reserved Property.

ATTACHMENT B: City Parcel Disclosure

City of Auburn, Public Benefit Conveyance Parcels, 8.39 +/- acres

The City of Auburn owns a 8.04 +/- acre property located at 2905 C Street S.W., Auburn, WA that is adjacent to the southern perimeter of Pacific Point, also known as the Auburn Complex ("Picture 1"). In 2006, GSA conveyed this parcel (Parcel A), that was improved with an approximately 12,208 square foot building (Building 815), along with a 0.35 +/- acre parcel (Parcel B), situated along C Street, to the City of Auburn through a Public Benefit Conveyance (PBC) for emergency management response purposes. The conveyance of the property to the City is conditioned, in perpetuity, on its use as an emergency management response center to serve the City in conjunction with its regional partners. Under PBC, the City is also required to construct or otherwise secure its own roadway access and utilities to support and operate the facility.

1. **Access.** There is no formal access arrangement between the United States and the City. The City parcel does not currently have physical vehicular or pedestrian access to C street. At this time, the City is accessing its parcel through the Auburn Complex to C Street (Hopping Street entrance). However, the City purchased Parcel C to assemble the three parcels and had planned to construct a new access road from C Street that would also cross the Boeing rail spur.
2. **Utilities.** The City parcel is currently connected to the Auburn Complex's utilities (water, storm water, sewer, and electrical). The City pays GSA for the utilities via a Reimbursable Work Agreement (RWA) annually. The RWA is based on the amount that the City paid for the space in the outlease agreement when they occupied the space during the time GSA owned it. The RWA is not based on actual utility costs. There is no formal agreement that discusses payment of utilities.

Upon the sale and transfer of the Auburn Complex, the City intends to coordinate access and utilities to serve their 8-acre emergency management PBC parcel with the purchaser as part of the development process. The City of Auburn's point of contact is:

Mr. Jeff Tate, Director
Department of Community Development
City of Auburn
Mailing Address: 25 W Main Street, Auburn, WA 98001
Phone: 253.804.5036
Email: jtate@auburnwa.gov

The United States shall not be a party to, and shall have no continuing obligations associated with, any of the foregoing agreements and/or arrangements between the City and the purchaser of the Auburn Complex .

Picture 1:

Aerial map showing the southern portion of the Auburn Complex and City of Auburn property areas.

City of Auburn property areas:

- A. Parcel A - 8.04 acres
- B. Parcel B - 1.21 acres
- C. Parcel C - 0.35 acres

The red dashed line illustrates the City's current route of access through the Auburn Complex to C Street (Hopping Street entrance).



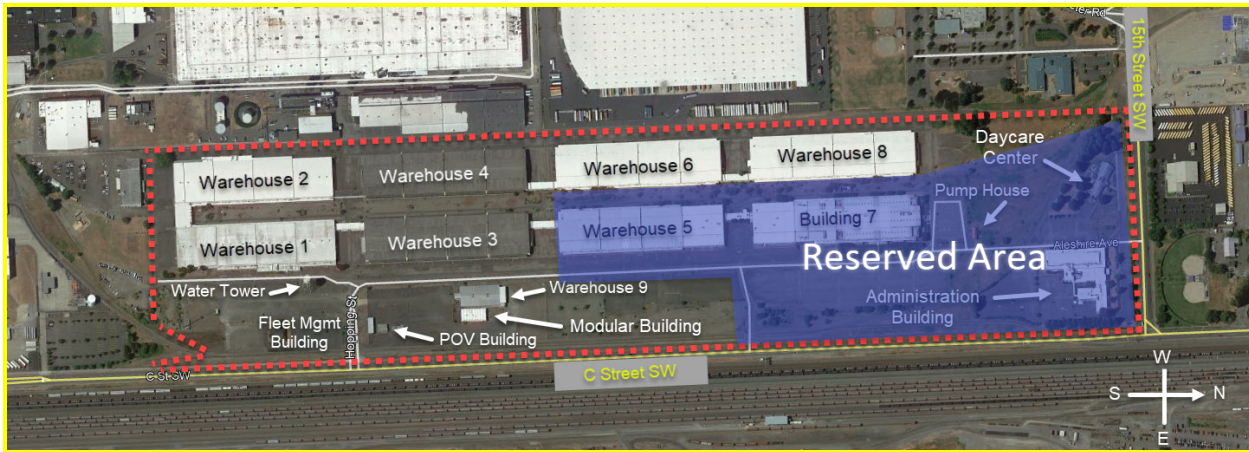
ATTACHMENT C: Inactive Underground Storage Tanks

INACTIVE UNDERGROUND STORAGE TANK (UST)									
	Tank Status	Date of Installation	Est. Total Capacity (gals)	Construction Material	Piping Material	Piping Type	Substance Stored	Env Concerns	Tank Permit
Building 7	Confirmed as closed in place (Final phase I ESA p.6)	unknown	10,000	Steel, single-walled	unknown; possibly FRP or steel	unknown	Diesel	Refer to Phase II ESA, concern only if excavated	unknown
Warehouse 2	Reported as closed in place	unknown	8,000	Possibly steel and single-walled	unknown; possibly FRP or steel	unknown	Diesel	None previously reported based on soil sample results and removal of contaminated soil	unknown
Warehouse 2	Reported as removed	unknown	1,500	Possibly steel and single-walled	unknown; possibly FRP or steel	unknown	Diesel	None previously reported based on soil sample results and removal of contaminated soil	unknown
Warehouse 1	Reported as removed	unknown	8,000	Possibly steel and single-walled	unknown; possibly FRP or steel	unknown	Diesel	None previously reported based on soil sample results and removal of contaminated soil	unknown
Warehouse 1	Reported as removed	unknown	1,500	Possibly steel and single-walled	unknown; possibly FRP or steel	unknown	Diesel	None previously reported based on soil sample results and removal of contaminated soil	unknown

ATTACHMENT D: Fire Protection System Options

Option 1 - The Government reserves Warehouses 5 & Building 7, parking adjacent to Building 7, driveway access from Warehouse 7 (both to the North and the East), the Daycare Center, and the Administration Building (See Pic 1A). Daycare Center and Administration Building rights are released by December 2023 (See Pic 1B); Warehouse 5, Building 7 and adjacent parking & access are released as of the end of April 2024.

Pic 1A: Reserved area (land and improvements) starting May 2022



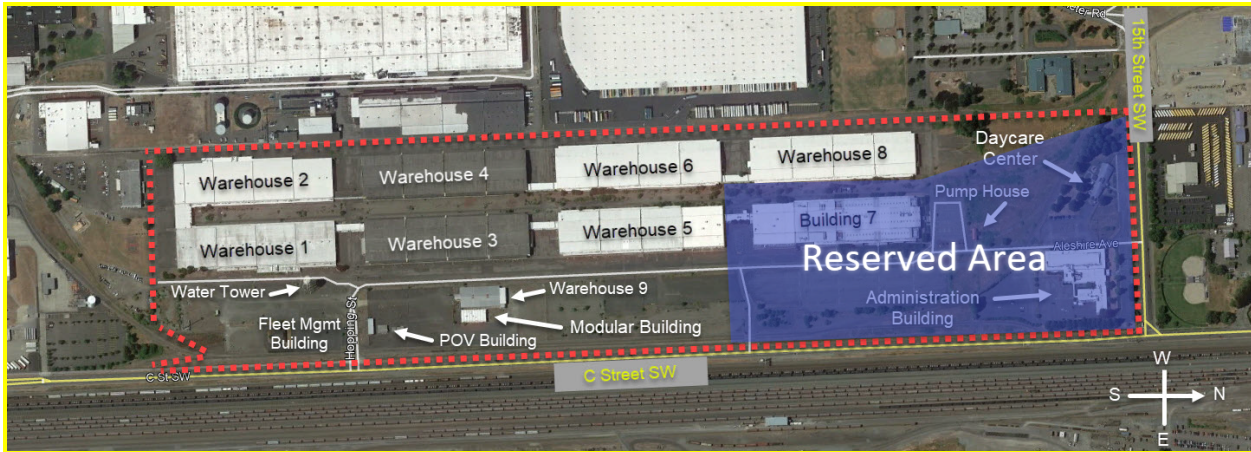
Pic 1B Reserved area (land and improvements) starting January 2024



All area and boundaries shown are approximate.

Option 2 - The Government reserves Building 7, parking adjacent to Building 7, driveway access from Warehouse 7 (both to the North and the East), the Daycare Center, and the Administration Building (See Pic 2A). Daycare Center and Administration Building rights are released by December 2023 (See Pic 2B); Building 7 and adjacent parking & access are released as of the end of April 2024.

Pic 2A: Reserved area (land and improvements) starting May 2022



Pic 2B: Reserved area (land and improvements) starting January 2024



All area and boundaries shown are approximate.